

PROFESSIONAL SERVICES AGREEMENT

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2010 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter called "CITY" or "OWNER" and Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa, a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The CITY will retain the ENGINEER to complete Professional Services for the preparation of preliminary design, right of way determination, and construction phasing for the **NE TRIBUTARY (A) TO FOURMILE CREEK** hereinafter called the "PROJECT".

A. ASSIGNMENT OF PROJECT DIRECTOR

The ENGINEER will assign Mark A. Land, P.E. to direct the PROJECT described in this Agreement.

B. CHANGES IN PROJECT DIRECTOR

The CITY has the right to approve or disapprove any proposed change from the individual named in Article II(A). The CITY will be provided with a resume of any proposed substitute and will be given the opportunity to interview that person prior to its decision to approve or disapprove.

III. SCOPE OF WORK

A. GENERAL

The ENGINEER will provide Professional Services as required to complete the preparation and assembly of the PROJECT as named in Article II and as described hereinafter as follows:

1. The PROJECT will consist of improvements to address stream channel erosion issues and associated impacts along NE Tributary (A) to Fourmile Creek from Interstate 35 to NE 18th Street. This work will build upon the previously completed Fourmile Creek Tributaries Watershed Assessment Project dated July 2009. The project objective is to increase stream stability with measures that minimize impact to existing infrastructure.

2. The ENGINEER will complete preliminary design plans, right of way needs, and construction phasing services for the entire PROJECT. Final construction plans, right of way acquisition, and construction services are not included in this scope of services.

B. BASIC ENGINEERING SERVICES

The ENGINEER will provide the Basic Engineering Services as follows. Payment will be made as specified in Article VI of this Agreement.

1. PROJECT ADMINISTRATION

The ENGINEER will perform the following administrative services during the design of the PROJECTS:

- a. Monthly progress reports to the CITY.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the CITY, property owners, and utility companies.
- d. Project design review with the CITY, as needed.
- e. Miscellaneous meetings to review progress and attend informal meetings, Council meetings and Public Hearings.

2. SURVEY AND BASE DRAWINGS

The ENGINEER will utilize topographic survey completed for the Fourmile Creek Tributaries Watershed Assessment Project.

- a. Boundary Survey

The ENGINEER will complete boundary survey for five parcels in locations of five (5) proposed permanent easements.

3. PRELIMINARY DESIGN AND RIGHT OF WAY PLANS

- a. The ENGINEER will develop a preliminary plan for the PROJECT. The plans will be arranged so that all right-of-way needs will be highlighted and dimensioned for a clear understanding of their proposed locations.
- b. Included with this is the following:

1. Preliminary right-of-way needs.
 2. Clearing and Grubbing Plan.
 3. Grading Plan.
 4. Pollution Prevention Plan.
 5. Designed placement of Grade Control and Erosion Control Elements.
 6. Construction Staging and Access Plan.
 7. Order of magnitude of PROJECT cost.
- c. The ENGINEER will also complete a construction phasing plan as part of the preliminary plans. This will outline opportunities to break the project into smaller construction phases.
- d. Prior to commencing work on the preliminary plans, a detailed work plan outlining the ENGINEER'S understanding of the design criteria and other information critical to the development of the preliminary plans will be transmitted to the CITY for review and approval. Modifications made to the work plan after CITY approval will be considered Extra Services as outlined in Section III. E.

4. PUBLIC INVOLVEMENT

- a. Resource Group – The resource group developed for the Fourmile Creek Tributaries Watershed Assessment Project will meet to review the preliminary design and offer input prior to the completion of the preliminary design.
- b. Public Meeting - There will be one public meeting within this scope of services. This meeting will be held at the conclusion of the preliminary design phase and prior to right of way acquisition.
- c. The ENGINEER will draft notification to property owners adjacent to the PROJECT for each meeting to be published and distributed by the CITY. The ENGINEER will prepare necessary display drawings to be used at the public and resource group meetings.

5. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION – Not included in scope of services.

C. CONSTRUCTION SERVICES – Not included in scope of services.

D. ADDITIONAL SERVICES

The ENGINEER will provide additional services as follows. Payment will be as specified in Article VI (C) of this Agreement.

1. ENVIRONMENTAL WETLANDS REVIEW

- a. Wetland Delineation - Snyder & Associates, Inc. will provide a Wetland Delineation. The Wetland Delineation will be performed to determine the upper boundaries of wetland areas on the PROJECT site. Snyder & Associates will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey of Polk County, Iowa, and aerial photographs as part of a preliminary data search. An on-site visit will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. Field work will be conducted in accordance with procedures outlined in the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual. The ENGINEER will provide copies of the Wetland Delineation Report summarizing the findings of the preliminary data search and the jurisdictional wetland delineation. Wetland boundaries will be field surveyed by the Environmental Scientist via a handheld GPS unit.
- b. Mitigation Plan/Concepts/Permitting (By Amendment) - The wetland delineation report, site plans, and IDNR and ACOE Joint Application Form will be submitted to the Army Corps of Engineers (ACOE) and Iowa Department of Natural Resources (IDNR) for final determination of the wetland area. ACOE and IDNR will determine if the wetland area is jurisdictional or isolated and determine if the proposed construction plans will effect the wetland. If ACOE and IDNR determines that the wetland area is jurisdictional, then the OWNER must submit a mitigation plan to obtain the necessary permits before construction activities commence. The mitigation plan will comply with ACOE Wetland Mitigation Guidelines and IDNR Requirements. Snyder & Associates will act as the Authorized Agent throughout the permitting process. Mitigation Plan/Concepts/Permitting, if necessary, will be based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Exhibit "A").
- c. Wetland Mitigation Construction (By Amendment) - Upon approval from ACOE and IDNR of the mitigation plan, a new wetland area will be constructed off-site to compensate for the loss of jurisdictional wetlands. The ENGINEER will oversee construction activities of the new wetland area, including soil excavation, stockpiling, and plantings. The ENGINEER will complete a report summarizing construction activities and submit the report to the CITY and Army Corps of Engineers. Wetland Mitigation Construction, if necessary, will be based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Exhibit "A").
- d. Wetland Monitoring (By Amendment) - The ENGINEER will also provide follow-up monitoring as required by the Army Corps of Engineers. Planting success rates, estimation of plant cover, assessments

of hydrology and erosion, and overall condition of the wetland will be performed by the ENGINEER. Additional planting, weeding, and construction changes may be required to sustain the wetland. Monitoring will be performed annually as required by the Army Corps of Engineers. Wetland Monitoring, if necessary, will be based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Exhibit "A").

2. CULTURAL RESOURCES SURVEY

a. Phase I Cultural Resources Survey

This level of investigation involves archaeological, architectural, and geomorphological investigation and evaluation of the PROJECT corridor or area. Since no standing structures are present within the corridor, the field survey will be limited to pedestrian surface survey, in areas where surface visibility is adequate and surface survey techniques are appropriate, and/or subsurface survey in areas where surface visibility is not adequate and/or there is a potential for cultural deposits in a buried context. Subsurface survey techniques in upland situations generally involve shovel testing and/or bucket auger testing depending upon the potential depth of cultural deposits. In situations where deeply buried materials may be present (i.e., alluvial/colluvial fan and floodplain locations) subsurface testing techniques could potentially require backhoe or Giddings Probe excavation, although in some cases bucket auger testing to greater depths may be adequate. The investigation will adhere to the most recent guidelines for Phase I archaeological investigations produced by the State Historical Society of Iowa and the Association of Iowa Archaeologists.

A Phase I investigation will result in the identification of any archaeological or architectural sites within the project impact zone and an evaluation of potential National Register eligibility of each site. A site will be found to be either ineligible, and thus warranting no further investigation, or potentially eligible, thus possibly requiring Phase II level testing and an amendment to this Agreement. The results of the Phase I will be summarized in a final report, with recommendations made for either project clearance or additional Phase II testing if potentially eligible sites cannot be avoided. All sites will be recorded on the appropriate state inventory forms.

b. Phase II Cultural Resources Survey (By Amendment)

The Phase I Cultural Resources Survey will determine if Phase II testing is necessary. If required, the Phase II testing is conducted

on those archaeological sites that have been found to be potentially eligible for the National Register of Historic Places and that could not be avoided by the proposed construction project. Phase II testing can involve both hand and machine excavation of an area large enough to answer the questions concerning site integrity and significance, yet small enough to avoid adversely impacting the site deposit. The Phase II will result in a final determination of National Register eligibility. If a site is found eligible, then data recovery (Phase III) may be required if the site cannot be avoided by the construction project, or if the impact cannot be otherwise mitigated. Phase II testing will also result in a final report summarizing the project's findings and recommendations. In the event a Phase II or Phase III investigation is recommended, the work would be added by amendment to this agreement.

3. GEOTECHNICAL INVESTIGATION

The ENGINEER will utilize the services of private testing laboratories for the soils investigation for the PROJECT. This work will include a maximum of 12 soil borings. The borings will be completed using hand-held auger and sampling equipment. The analysis will include soil classification, sieve and hydrometer testing, Atterberg Limits, and other soil data required to complete the conceptual design of the improvements.

4. RIGHT-OF-WAY SERVICES

ENGINEER will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CITY all of the necessary easements and/or real property parcels needed for the Project. Mary Ann Carnock, Amy J. Walter and Robert C. Kirby are employees of ENGINEER, and are state of Iowa licensed real estate sales persons with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker, and a wholly owned subsidiary of ENGINEER. Mary Ann Carnock and/or Amy J. Walter and/or Robert C. Kirby will be designated as "Appointed Agent" and will represent the CITY in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CITY will also be a Client of Appointed Agent.

CITY does hereby request Appointed Agent to select, prepare and complete form documents for use incident as to a residential real estate transaction of four units or less. Such documents will be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal

advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CITY and ENGINEER acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

In regards to Acquisition Design:

The ENGINEER will specify right-of-way needs for the PROJECT for temporary construction easements on up to 62 parcels. This scope includes permanent easements for five (5) parcels and temporary construction easements for 62 parcels. If other right-of-way is identified in the design phase of the PROJECT, the costs for the development of the plats will be covered under the extra services portion of this Agreement. The CITY will review and approve all right-of-way needs prior to the development of right-of-way documents.

The ENGINEER will develop a written file for each of the parcels and for permanent easements only complete a legal description of each parcel and right-of-way plat. An exhibit will be developed for each temporary construction easement outlining the location and general dimensions of the easement but no legal description will be developed. The stated purpose of such acquisitions, including the type of interest, construction easement or permanent easement, to be acquired. It is assumed the project will involve five (5) permanent easement acquisition plats and 62 temporary easement exhibits. ENGINEER will provide such acquisition plats and legal descriptions to the Appointed Agent.

In regards to Negotiations and Acquisition, Appointed Agent will:

- a. Attend initial project meetings with the representatives of CITY to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;
- b. Complete a parcel file for each property involved with the Project in accordance with the needs of CITY and/or the Project requirements;
- c. Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CITY, will be a subconsultant to Appointed Agent. The Appraiser will prepare appraisals and/or Project Data Books, as needed. The Appraisers' work will be reviewed by a second party as approved by

the CITY and as required by Local, State and /or Federal Right-of-Way acquisition procedures. The Appraiser will prepare, sign and furnish to the Appointed Agent and CITY appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CITY will review and forward written approval of all findings by the Appraiser;

- d. Retain and coordinate the services of an abstractor, who will be a Subconsultant to Appointed Agent, who will prepare Certificates of Title for each parcel to be acquired.
- e. Use acquisition forms and documents provided by CITY or prepare acquisition documents under the direction, review and approval of the CITY's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CITY's attorney, and (7) release of tenant interest and leasehold claims;
- f. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- g. Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the Appointed Agent, negotiations have reached an impasse;
- h. Notify the CITY of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CITY is to condemn, the Appointed Agent will deliver as much of the file to the CITY as is necessary for the CITY's condemnation attorneys to begin preparation for the condemnation of the parcel. The CITY will provide written notice to the parties that the parcel is being prepared for condemnation. The Appointed Agent, when notified in writing by the CITY, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of

condemnation has been served, negotiations will cease unless requested by CITY to continue as additional services.

In regards to the CITY's Responsibility, the CITY understands and agrees that it will be responsible for and in a timely manner:

- a. Provide to Appointed Agent all known and existing plans, specifications and data pertaining to the project that may affect Appointed Agent's Services to be provided. Unless otherwise noted by CITY, Appointed Agent may rely upon the plans, specifications and data provided being accurate and complete;
- b. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project.
- c. Provide to Appointed Agent legal descriptions and acquisition plats for each parcel to be acquired, unless CITY requests ENGINEER provide said legal descriptions and acquisition plats and incorporates this request as a part of ENGINEER'S scope of work.
- d. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CITY's attorney to supervise, review and approve any and all legal documents prepared by Appointed Agent.
- e. Coordinate the timing and sequence of Appointed Agent's Services with the Services of others to the Project; and,
- f. Make interim and final decisions utilizing information supplied by Appointed Agent.

E. EXTRA SERVICES

A contingency fund under Scope of Services will be established in the Agreement for Extra Services. If these funds are not adequate for Extra Services, an Amendment to the original Agreement will be developed for Council action.

The CITY may request Extra Services from the ENGINEER included in the Scope of Services as outlined but without a specific known need or amount. Extra Services may include, but not be limited to, additional design, survey and right-of-way work as required and will be paid out of the Extra Services fund.

F. CHANGES IN SCOPE OF SERVICES (CONTINGENCIES)

Changes in Scope of Services may include, but are not limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the

Engineering Services and corresponding costs. Upon initiation of Extra Services, the ENGINEER will submit the estimated cost. Such costs will be based on the current hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule (as shown in Exhibit "A").

If at any time during the work the ENGINEER determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, the ENGINEER will promptly notify the CITY, in writing, and describe what costs are causing the overrun and the reason. The ENGINEER will not exceed the estimated actual costs without the prior written approval of the CITY. If the ENGINEER exceeds the estimated actual costs for any reason before the CITY is notified in writing, the CITY will have the right, at its discretion, to deny the use of the contingency amount. The fee amounts will not be changed unless there is a substantial change in the PROJECT time, character, or complexity of the services covered by the Agreement.

For the ENGINEER to receive approval to use Extra Services (contingency fund), the ENGINEER will prepare a change order for CITY approval in the amount agreed upon for the work. The change order will describe the work and the amount of time needed to complete this work.

G. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. ENGINEER'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial storm water pollution prevent plan, then and in that event and notwithstanding any provision to the contrary, ENGINEER will not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan for the site.

2. OWNER'S Responsibility

OWNER will be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. Upon OWNER'S request, ENGINEER will include the initial Storm Water Pollution Prevent Plan as a part of the Construction Documents and will require the Construction Contractor in the Construction Contract to assume all of OWNER'S responsibilities set forth in this paragraph.

3. Indemnification

ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CITY harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by ENGINEER'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial storm water pollution prevent plan. OWNER will protect, defend, indemnify and hold ENGINEER harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the ENGINEER'S own negligent acts. OWNER will release, waive and otherwise discharge any and all Claims that OWNER may assert against ENGINEER relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein will survive cessation of ENGINEER'S work on the site.

IV. RESPONSIBILITY OF THE CITY

At its own expense, the CITY will have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

The CITY will name a project officer to act as the City's representative with respect to the work performed under this Agreement. All correspondence with CITY relating to PROJECT will be directed to the Project Officer and the Project Officer will be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the ENGINEER'S work, the CITY will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CITY will also furnish the following information: CITY design and construction standards; construction documents of projects within close proximity;

as-built construction drawings and storm water calculations for developments adjacent to the PROJECT corridor; known property locations and conditions; zoning or deed restrictions; and permission for access to private property if necessary to perform work.

V. WORK SCHEDULE

This PROJECT, from design through construction completion, will be performed by the ENGINEER in accordance with a schedule mutually developed by CITY and ENGINEER. Generally, the schedule for the PROJECTS are described as follows:

- A. After acceptance of the Engineering Agreement by the CITY, and with any specific modifications in scope described by the CITY, the ENGINEER will design the PROJECT and prepare documents as called for in Article III(B). Based on a November 16, 2010 start date, Preliminary Design Services will be completed by March 1, 2011. Right of Way acquisition will start upon approval of the Preliminary Design by the CITY. If changes are made to this schedule, the ENGINEER will submit an amendment to this Agreement for approval by the CITY.
- B. The ENGINEER will not be responsible for delays in the schedule which are beyond the ENGINEER'S control.

VI. COMPENSATION AND TERMS OF PAYMENT

The CITY will pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. BASIC SERVICES

As set forth in Article III(B) the engineering fee will be the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "A". Total fees of services will not exceed the following amounts without approval of the CITY.

	<u>TOTAL</u>
1. Project Administration	\$12,000
2. Survey and Base Drawings	\$3,000
3. Preliminary Design and Right-of-Way Plans	\$80,000
4. Public Involvement	\$15,000
5. Final Design and Construction Plans - None	\$0
	<hr/> \$110,000

Anytime the ENGINEER anticipates that actual engineering costs will exceed estimated engineering costs, he will immediately notify the CITY, in writing, of such proposed increase and the reasons therefor. The CITY will thereupon review such proposed increase and either accept or reject it.

B. CONSTRUCTION SERVICES – None.

C. ADDITIONAL SERVICES

As set forth in Article III(D) the engineering fee will be based on the current hourly rates and fixed expenses. The estimated engineering costs as provided to the CITY represents a probable budget amount. The CITY will be billed for actual direct hours spent and if the ENGINEER believes the budgetary figures will be exceeded, the CITY will be promptly notified by the ENGINEER.

	<u>TOTAL</u>
1. Environmental Wetlands Review	\$5,000
2. Cultural Resources Survey	\$5,000
3. Geotechnical Investigation	\$12,000
4a. Right-of-Way Acquisition Plats & Legal Descriptions	\$18,000
4b. Project Data Book and Title Certificates (5 Parcels)	\$4,650
4c. Right-of-Way Documents and Negotiation(62 Parcels)	\$166,500
4d. Right-of-Way Staking	\$3,000
	<hr/> \$214,150

VII. METHOD OF PAYMENT

The ENGINEER will submit billings for Basic, Construction and Additional services to the CITY on a thirty (30) day basis under separate cover and will be paid by the CITY within fourteen (14) days after approval by the City Council. The CITY will pay the ENGINEER a percentage of the total fee for each phase or a cost not to exceed the amount shown in accordance with the following schedule:

A. BASIC SERVICES

	<u>TOTAL</u>
1. Project Administration	\$12,000
2. Survey and Base Drawings	\$3,000
3. Preliminary Design and Right-of-Way Plans	\$80,000
4. Public Involvement.	\$15,000
5. Final Design and Construction Plans - None	\$0
	<hr/> \$110,000

B. CONSTRUCTION SERVICES - None

C. ADDITIONAL SERVICES

	<u>TOTAL</u>
1. Environmental Wetlands Review	\$5,000
2. Cultural Resources Survey	\$5,000
3. Geotechnical Investigation	\$12,000
4a. Right-of-Way Acquisition Plats & Legal Descriptions	\$18,000
4b. Project Data Book and Title Certificates (5 Parcels)	\$4,650
4c. Right-of-Way Documents and Negotiation(62 Parcels)	\$166,500
4d. Right-of-Way Staking	\$3,000
	<hr/>
	\$214,150
 TOTAL	 \$324,150
CONTINGENCY (Hourly)	\$15,000
GRAND TOTAL	\$339,150

Billings will include sufficient documentation to explain the charges. All billings will be accompanied by a Billings Information Report on a form provided to the ENGINEER by the CITY.

VIII. TERMINATION OF AGREEMENT

For Cause - If, through any cause, the ENGINEER will fail to fulfill in timely and proper manner the obligations under this Agreement, the CITY will have the right to terminate this Agreement by specifying a date of termination in a written notice to the ENGINEER at least seven (7) working days before the termination date. In this event, the ENGINEER will be entitled to just and equitable compensation for any satisfactory work completed.

IX. CONFLICT OF INTEREST

No elected official or employee of the CITY who exercises any responsibilities in review, approval, or carrying out of this Agreement will participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER will not assign any interest in this Agreement and will not transfer any interest in the same without the prior written consent of the CITY.

XI. TITLE TRANSFER

The products of this Agreement will be the sole and exclusive property of the CITY. Upon completion or other termination of this Agreement, the ENGINEER will deliver to the CITY machine reproducible copies of any and all materials pertaining to this Agreement. For calculations, etc., on letter or legal size sheets, the copies will be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc., not on such letter or legal size sheets, a photographically reproduced print on a stable mylar base will be provided as the machine reproducible copy mentioned above. No sheets will exceed 22" x 34". The ENGINEER'S reuse of designs under this Agreement is prohibited unless authorized by the CITY. The CITY may reuse the design, but in doing so will assume all liability for the design.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement will be made available to any individual or organization by the ENGINEER without prior written approval of the CITY.

XIII. INSURANCE

The ENGINEER will maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

- | | |
|-----------------------------|---|
| 1. Professional Liability - | \$ 2,000,000 each claim; \$2,000,000 aggregate |
| 2. Vehicle Coverage - | |
| Bodily Injury | \$ 1,000,000 combined single limit (each accident) |
| 3. Workmen's Compensation - | \$ 100,000 each accident |
| 4. General Liability - | \$ 1,000,000 each occurrence; \$2,000,000 aggregate |

XIV. ARBITRATION

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the arbitration, if any, will be divided equally between the local government and the ENGINEER.

XV. ENGINEER'S RESPONSIBILITY

The ENGINEER will be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by CITY. The ENGINEER will, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the CITY of any such work will not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The CITY's review, approval or acceptance of, or payment for any of the services will not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

XVI. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration will be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER will place his certification on the Contract Documents, all in conformity with Chapter 114, Code of Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

CITY OF ANKENY, POLK COUNTY, IOWA

By _____
MAYOR

ATTEST:

CITY CLERK

CONSULTING ENGINEER
SNYDER & ASSOCIATES, INC.

By  _____
PRESIDENT

EXHIBIT "A"

SNYDER & ASSOCIATES 2010-11 STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal	\$154.00-164.00	/hour	
Lead	\$144.00	/hour	
Senior	\$134.00	/hour	
VIII	\$128.00	/hour	
VII	\$122.00	/hour	
VI	\$118.00	/hour	
V	\$110.00	/hour	
IV	\$98.00	/hour	
III	\$90.00	/hour	
II	\$82.00	/hour	
I	\$69.00	/hour	
Technical			
Technicians--CADD, Survey, Construction Observation			
Principal	\$102.00	/hour	
Lead	\$98.00	/hour	
Senior	\$94.00	/hour	
VIII	\$88.00	/hour	
VII	\$79.00	/hour	
VI	\$72.00	/hour	
V	\$66.00	/hour	
IV	\$59.00	/hour	
III	\$50.00	/hour	
II	\$42.00	/hour	
I	\$36.00	/hour	
Administrative			
Clerical, Computer Programming, Financial			
Principal	\$92.00	/hour	
Lead	\$86.00	/hour	
Senior	\$82.00	/hour	
VIII	\$74.00	/hour	
VII	\$69.00	/hour	
VI	\$64.00	/hour	
V	\$54.00	/hour	
IV	\$46.00	/hour	
III	\$41.00	/hour	
II	\$38.00	/hour	
I	\$36.00	/hour	
Reimbursables			
Mileage	current IRS standard rate		
I-person robotic equipment (in addition to technical rate)	\$25.00	/hour	
Plotter Prints, Blueprints	\$0.20	/s.f.	
Mylar Prints	\$2.00	/s.f.	
Color Plots	\$2.00	/s.f.	
Color Plots - Photo	\$5.00	/s.f.	
Color Copies	\$0.50	/ca.	
Outside Services	As Invoiced		